

CONTRACT FOR SERVICES

This contract is between the Indiana Department of Environmental Management (hereinafter referred to as "State") and the Town of Akron (hereinafter referred to as "Contractor").

WHEREAS, the State desires to design facilities for controlling both stormwater overflow and combined sewer overflow in the Town of Akron;

WHEREAS, the Contractor has the expertise and is willing to provide those services necessary to design facilities for controlling both stormwater overflow and combined sewer overflow in the Town of Akron ;

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. **Duties of Contractor**

The Contractor shall provide the following services relative to this contract:

A. **Pre-design Activities:**

1. Conduct a limnological survey of Town Lake. This survey will include but not be limited to the following activities:
 - i. Determine the present State trophic index value of Town Lake.
 - ii. Calculate nutrient loadings of Town Lake based on average nitrogen and phosphorous values of combined sewer overflow and stormwater inputs, as measured in at least three (3) samples.
 - iii. Prepare a report which describes environmental conditions of Town Lake prior to project implementation.
2. Inspect the proposed project area.
- Conduct and coordinate environmental reviews of the project area.

4. Meet with the State's Urban Wet Weather Group and Plan Review Section to present the preliminary engineering results and coordinate regulatory/design issues.

B. Design Activities

1. Conduct one or more field surveys in accordance with the preliminary report recommendations for placement of floatable control structures and constructed wetlands.
2. Prepare site plans and specifications in accordance with the results of the field surveys performed in B. 1. above.
3. Review site plans and specifications with State officials when this contract is both 30% and 70% completed.
4. The Contractor will review site plans and specifications when this contract is 30% completed.
5. Develop cost estimates for construction of both floatable control structures and constructed wetlands based on the site plans and specifications developed in B. 2. above.
6. Conduct public meetings for the purpose of presenting the site plans, specifications, and cost estimates developed in B. 2. and B. 5. above.
7. Prepare and submit required permit application(s) for the project.

- B. The parties shall mutually agree to the provisions of a Quality Assurance Protection Plan (QAPP) specific to this project and shall review and update such provisions as necessary as the project progresses.

- C. A total of three (3) written quarterly progress reports shall be prepared and submitted by the Contractor to the State (see Section 9. Progress Reports). The Contractor shall prepare and submit a final written summary project report to the State by the close of this project (see Section 3. Term). In addition, the Contractor shall submit to the State a final summary project report in an electronic format which will be determined by the State and communicated to the Contractor in writing prior to the close of this

project. The Contractor shall follow the schedule provided as Exhibit A: Schedule for Project Tasks appended hereto and incorporated by reference

- B. The Contractor will submit a written request to the State project officer requesting approval to modify any part of this contract. The modification(s) must be signed by both parties in order to be valid.

2. **Consideration**

Total remuneration under this contract shall not exceed \$54,035. (See Exhibit B: Total Estimated Project Expense Budget appended hereto and incorporated by reference). The Contractor is responsible for providing, in addition to the services remunerated by the State, an in-kind services and/or cash match as provided herein of at least \$3,000.

3. **Term**

This contract shall be for a period of nine (9) months. The commencement date of this agreement shall be the latter of December 1, 1999, or the date of the last State signatory signs this agreement (the "Commencement" date) and shall terminate on August 31, 2000, or nine (9) months from the commencement date whichever is latter.

4. **Independent Contractor**

Both parties hereto, in the performance of this contract, will be acting in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workmen's compensation insurance for its employees.

5. **Work Standards**

The Contractor agrees to execute its respective responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this Contract, the State may request the replacement of any or all such individuals.

6. **Contract Confidentiality of State Information**

The Contractor understands and agrees that data, materials and information disclosed to Contractor may contain confidential and protected data, therefore, the Contractor promises and assures that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the State.

7. **Confidentiality of Data, Property Rights in Products, and Copyright Prohibition**

The Contractor further agrees that all information, data, findings, recommendations, proposals, etc., by whatever name described and by whatever form therein, secured, developed, written, or produced by the Contractor in furtherance of this contract shall be the property of the State and that the Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Contractor. By this contract the Contractor specifically waives and/or releases to the State any cognizable property right in the Contractor to copyright or patent such information, data, findings, recommendations, proposals, etc.

8. **Ownership of Documents and Materials**

All documents, records, programs, data, film, tape, articles, memos and other materials developed under this contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Indiana and all such matters will be the property of the State of Indiana. Use of these materials other than related to contract performance by the Contractor without the prior written consent of the State is prohibited. During the performance of the services, specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein, while they are in the possession of the Contractor and any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate and unrestricted access to the work product of the Contractor during the term of this contract shall be available to the State.

9. **Progress Reports**

The Contractor shall submit three (3) quarterly progress report and two (2) copies of a final summary progress report to the State (See Section 1. Duties of Contractor). If deemed necessary, the State may request additional reports. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that by completion can be reasonably assured on the scheduled date. The progress reports will also be used by the

State for certain financial reporting purposes and for the purpose of reporting the status of the project to the U.S. Environmental Protection Agency.

10. **Access to Records**

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of the state government and copies thereof shall be furnished at no cost to the State if requested.

11. **Travel**

Expenditures made by the Contractor for travel will be reimbursed by the State at the current rate paid by the State of Indiana. Travel expenses can only be reimbursed in accordance with the State Travel Policies and Procedures as specified in Financial Management Circular #97-1.1. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness at least two weeks prior to the scheduled travel date.

12. **Assignment**

The Contractor shall not assign or subcontract the whole or any part of this contract without the State's prior written consent, except that the Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. Assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.

13. **Successors and Assignees**

a. The Contractor binds its successors, executors, administrators and assignees to all covenants of this contract. Except as above set forth, the Contractor shall not assign, sublet or transfer its interest in this contract without the prior written consent of the State of Indiana.

b. Should the State give prior written consent allowing the Contractor to assign or subcontract the whole or any part of this contract, the Contractor agrees to comply with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988. Specifically, the Contractor shall utilize the following affirmative action steps relative to Disadvantaged Business Enterprises (DBEs) and Small Business in Rural

Areas (SBRAs):

- (i) Placing DBEs and SBRAs on solicitation lists;
- (ii) Ensuring that DBEs and SBRAs are solicited whenever they are potential sources;
- (iii) Dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation by DBEs and SBRAs;
- (iv) Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by DBEs and SBRAs;
- (v) Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and
- (vi) If the Contractor awards subcontracts, require the subcontractor to take the affirmative steps in (i) through (v) of this section.

14. **Key Person(s)**

a. In the event that both parties have designated in an appendix that the individual(s) therein named are essential to the services offered pursuant to this contract, the parties agree that in the event that such individual or individuals are no longer employed during the term of this contract by the Contractor for whatever reason, the State shall have the right to terminate this contract upon thirty (30) days prior written notice.

b. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to the contract. Substitution of another for the Contractor shall not be permitted without express written permission from the State.

c. Nothing in subsections a. and b. above should be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

15. **Changes in Work**

In the event the State requires a major change in scope, character or complexity of the work after the work has progressed, adjustments in compensation to the Contractor shall be determined by the State in the exercise of its honest and reasonable judgement, and the Contractor shall not commence any additional work or the change of the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

In the event the State agrees the project requires a minor change in scope, character, or complexity of the work after the work has progressed, or a minor change is required in the budget without any change in the total cost of the project, such minor change may be made upon written agreement of the parties. Such written agreement may take the form of a written request from the Contractor's project director and written approval by the State's project director.

16. **Force Majeure; Suspension and Termination**

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the Services is caused by) natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

17. **Renewal Option**

This contract may be renewed subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with 25 IAC 1.1-1-16(c). The term of the contract, including any renewals, may not exceed four (4) years.

18. **Nondiscrimination**

a. Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to

employment, because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based upon race, color, national origin, age, sex, disability or status as a veteran.

b. The Contractor further agrees to comply with all federal statutes relating to nondiscrimination. Such statutes would include but are not limited to:

- (i) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (prohibits discrimination on the basis of race, color, or national origin);
- (ii) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686) (prohibits discrimination on the basis of sex);
- (iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794) (prohibits discrimination on the basis of disabilities);
- (iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107) (prohibits discrimination on the basis of age);
- (v) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended (relating to nondiscrimination on the basis of alcohol abuse or alcoholism);
- (vi) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C., 290 dd-3 and 290 ee-3), as amended (relating to confidentiality of alcohol and drug abuse patient records);
- (vii) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.), as amended, (relating to nondiscrimination in the sale, rental or financing of housing); or
- (viii) Any other nondiscrimination provisions in the specific statutes under which this contract is being made as well as any other nondiscrimination statutes which may apply to this contract.

19. **Multi-term Funding Cancellation Clause**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a multi-term contract, the multi-term contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

Furthermore, funds for this contract will be provided under the Federal Water Pollution Control Act, Section 104(b)(3). Should such funding not be received in full, this contract shall be canceled.

20. **Termination For Convenience**

This contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be affected by delivery to the contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The Contractor shall be compensated for services rendered prior to the effective date of termination. The State will not be liable for services performed after notice of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price due on contract or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

21. **Conflict of Interest**

a. As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party” means:

1. The individual executing this contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Indiana Department of Administration.

“Commission” means the State Ethics Commission.

b. The Department may cancel this contract without recourse by Contractor if any interested party is an employee of the State of Indiana.

c. The Department will not exercise its right of cancellation under section B above if Contractor gives the department an opinion by the Commission indicating that the existence of this contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this contract consistent with an opinion of the Commission obtained under this section.

d. Contractor has an affirmative obligation under this contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts which the Contractor knows or reasonably could know.

22. **Taxes**

The State of Indiana is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this contract.

23. **Penalties/Interest/Attorney's Fees**

The State will in good faith perform its required obligations hereunder and, does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 et seq., IC 34-2-22-1 et seq., and IC 34-4-16-1.1 et seq.

24. **Compliance with Laws**

The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and the Contractor to determine whether the provisions of the contract require formal amendment.

25. **Default by State**

If the State, after sixty (60) days written notice, fails to correct or cure any breach of this contract, then the Contractor may cancel and terminate this agreement and collect all monies due up to and including the date of termination.

26. **Governing Laws**

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

27. **Indemnification**

Contractor agrees to indemnify, defend and hold harmless the State of Indiana and its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses, caused by any act or omission of the Contractor and/or its subcontractors, if any. The State shall not provide such indemnification to the Contractor.

28. **Substantial Performance**

This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

29. **Waiver of Rights**

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

30. **Payments**

a. All payment obligations shall be made in arrears in accordance with Indiana law, state fiscal policies and procedures and in this regard the Contractor agrees to execute such state payment (invoice) forms not inconsistent herewith. The Contractor may not submit claim forms before the services have been performed.

b. The Contractor shall submit at least once every three (3) month period a request for payment as described above herein in subparagraph a. The claim forms submitted by the Contractor shall include the dollar amount and be accompanied by a statement that sufficient non-federal funds, either in-kind services or cash, have been expended within the claim period. Each such claim form shall identify in appropriate detail the source and amount of non-federal

fund expenditures. The State may request such information, however, from the Contractor at any time.

31. **Disputes**

Should any disputes arise with respect to this contract, the Contractor and the State agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this contract which are not affected by the dispute. Should the Contractor fail to continue without delay to perform its responsibilities under this contract in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or the State as a result of such failure to proceed shall be borne by the Contractor and the Contractor shall make no claim against the State of Indiana for such costs. If the Contractor and the State cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of said dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration who shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) calendar days after presentation of such dispute for this decision. His decision shall be final and conclusive unless the Contractor mails or otherwise furnishes to the Commissioner of Administration within ten (10) days after receipt of the Commissioner's decision, a written appeal. Within ten (10) days of receipt by the Commissioner of a written request for appeal, he may reconsider his decision. If no reconsideration is provided within ten (10) days the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute shall be submitted to an Indiana court of competent jurisdiction.

The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this contract will not be cause for Contractor to terminate this contract, and the Contractor may bring suit to collect without following the disputes procedure contained herein.

32. **Maintaining a Drug-Free Workplace**

a. Contractor hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this agreement a drug-free workplace, and that it will give written notice to the contracting state agency and the Indiana Department of Administration

within ten (10) days after receiving actual notice that an employee of Contractor has been convicted of a criminal drug violation occurring in Contractor's workplace.

b. In addition to the provisions of subparagraph a. above, if the total contract amount set forth in this agreement is in excess of \$25,000.00, Contractor hereby further agrees that this agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace Certification executed by Contractor in conjunction with this agreement and which is set forth in paragraph 33 of this contract.

c. It is further expressly agreed that the failure of Contractor to in good faith comply with the terms of subparagraph a. above, or falsifying or otherwise violating the terms of the certification reference in subparagraph b. above, shall constitute a material breach of this agreement, and shall entitle the State to impose sanctions against the Contractor including, but not limited to, suspension of contract payments, termination of this agreement and/or debarment of the Contractor from doing further business with the State for up to three (3) years.

33. **Drug-Free Workplace Certification**

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

a. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

b. Establishing a drug-free awareness program to inform employees that (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs;

and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.

c. Notifying all employees in the statement required by subparagraph a. above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

d. Notifying in writing the contracting State Agency and the Indiana Department of Administration within (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice such conviction;

e. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs a. through e. above.

34. **Lobbying Activities**

a. Pursuant to 31 U.S.C. Section 1352, and any regulations promulgated thereunder, the Contractor hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with this contract, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. Specifically, the Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) (limiting the political activities of employees whose principal employment activities are funded in whole or in part with federal funds).

35. Debarment and Suspension

The Contractor certifies, by entering into this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this contract by any federal or state department or agency. The term "principal" for purposes of this contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

36. Labor Standards

The Contractor shall comply, as applicable, with the provision of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) (each such Act regarding labor standards for federally assisted construction subagreements).

37. Environmental Standards

The Contractor shall comply with the environmental standards which may be prescribed pursuant to the following:

- a. The National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514 (both instituting environmental quality control measures);
- b. EO 11738 (requiring notification of violating facilities);
- c. EO 11990 (requiring protection of wetlands);
- d. EO 11988 (requiring the evaluation of the flood hazards in flood plains);
- e. The Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451 et seq.) (requiring the assurance of project consistency with the approved State management program);

- f. The State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401, et seq.) (Requiring conformity of federal actions);
- g. The Safe Drinking Water Act of 1974 (P.L. 93-523), as amended (requires the protection of underground sources of drinking water);
- h. The Endangered Species Act of 1973 (P.L. 93-205), as amended (requires the protection endangered species);
- i. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) (requires the protection of components of the national wild and scenic rivers system);
- j. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) (prohibits the use of lead based paint in the construction or rehabilitation of residence structures).

38. **Non-Collusion and Acceptance**

The undersigned attests under penalties of perjury that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof, including, if this contract is in excess of \$25,000, paragraph 33, Drug-Free Workplace Certification.

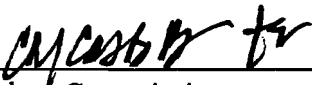
FOR THE CONTRACTOR:

By: Roger Beahart
 Printed Name: Roger Beahart
 Title: President
 Date: Oct 4 - 1999

Attested By: Patricia Mitterling
 Printed Name: Patricia Mitterling
 Title: Clerk - Treasurer
 Date: October 4, 1999

FOR THE STATE OF INDIANA:


APPROVED:



Lori F. Kaplan, Commissioner
Department of Environmental Management

Date: 11.1.77

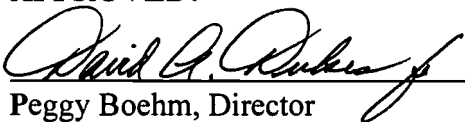
APPROVED:



Betty Cockrum, Commissioner
Department of Administration

Date: 11-4-95

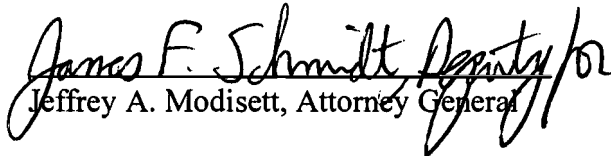
APPROVED:



Peggy Boehm, Director
State Budget Agency

Date: 11/5/99

APPROVED AS TO FORM AND LEGALITY:



Jeffrey A. Modisett, Attorney General

Date: 12-6-99

EXHIBIT A**Schedule for Project Tasks**

Date	Task(s)
January 31, 2000	Prepare and Submit a Quality Assurance Project Plan to the State and the U.S. Environmental Protection Agency
February 29, 2000	Complete Pre-Design Activities Prepare and Submit to the State a Quarterly Progress Report for Project Activities During the Months of December, 1999, January, and February, 2000.
March 31, 2000	Conduct a Pre-Design Site Inspection
April 30, 2000	Conduct an Environmental Review for the Project Area Conduct a Limnological Survey of Town Lake
May 31, 2000	Prepare and Submit to the State a Quarterly Progress Report for Project Activities During the Months of March, April, and May, 2000.
June 30, 2000	Prepare and Submit the Required Permit Application(s) for the Project
July 31, 2000	Prepare and Submit to the State a Quarterly Progress Report for Project Activities During the Months of June, and July, 2000.
August 30, 2000	Submit Written Final Report to the State

Exhibit B**TOTAL ESTIMATED PROJECT EXPENSE BUDGET**

	IDEM Funding	Match	Total
1. Personnel	\$0	\$3,000	\$3,000
2. Fringe Benefits	0	0	0
3. Travel	0	0	0
4. Equipment	0	0	0
5. Supplies	0	0	0
6. Contractual	54,035	0	54,035
7. Other Costs	<u>0</u>	<u>0</u>	<u>0</u>
Total	\$54,035	\$3,000	\$57,035

According to the terms and conditions of the contract (see Section 2. Consideration), the State will reimburse the Contractor an amount not to exceed \$54,035 based on the budget identified above. Payment will be made in arrears upon submittal of claim vouchers and progress reports by the Contractor to the State. In addition, the Contractor shall provide an in-kind and/or cash match of at least \$3,000 according to the budget identified above. Each claim voucher submitted by the Contractor shall be accompanied by a statement that sufficient non-federal funds have been expended within the claim period.